



State of Delaware

MULTI-FUNCTION PRODUCTS (COPIERS & PRINTERS)

Request for Proposal

Contract No. GSS11091-MULTIFUNC_PROD

December 13, 2010

**- Deadline to Respond -
Tuesday, January 27, 2011
1:00 P.M. EST**

STATE OF DELAWARE
Government Support Services

Date: December 6, 2010

CONTRACT NO. GSS11091-MULTIFUNC_PROD

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Multi-Function Products (Copiers & Printers). The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS11091-MULTIFUNC_PROD

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Definitions and General Provisions
- VI. Proposal Reply Section
 - a. Attachment 1 - No Proposal Reply Form
 - b. Attachment 2 - Non-Collusion Statement
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 - f. Attachment 6 – Business References
 - g. Attachment 7 – Monthly Usage Report
 - h. Attachment 8 – Confidentiality and Integrity Data Statement
 - i. Attachment 9 – Service Log
 - j. Attachment 10 – Performance Bond
 - k. Attachment 11 – DOC Security Requirements
 - l. Attachment 12 - Office of Minority and Women Business Enterprise Certification Application
 - m. Appendix A – Scope of Work details
 - n. Appendix B – Pricing Form(s) and Instructions (if applicable)

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and vendor name by January 27, 2011 @ 1:00 P.M. EST to be considered.

Proposals must be mailed to:

State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904
GSS11091-MULTIFUNC_PROD

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Vicki Macklin at 302-857-4553 or email Vicki.Macklin@state.de.us.

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I. INTRODUCTION:

A. PURPOSE:

Government Support Services and other State of Delaware Agencies have a requirement for copies/printers/multi-function devices to support daily operations. It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to implement the lease purchase, purchase, delivery and installation of various multi-function devices over the term of this Contract. This document constitutes a request for sealed proposals from prospective offerors to establish a statewide contract for the acquisition of multi-functional equipment for various state agencies located throughout the State of Delaware in accordance with the requirements and provisions stated herein.

1. COMPETITIVE SEALED PROPOSAL:

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals; or
- Afford offerors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS:

This contract will be issued to cover Multi-function Products (Copiers & Printers) requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

3. MANDATORY USE CONTRACT:

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

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4. **MULTIPLE SOURCE AWARD**

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926.

5. **CONTRACT PERIOD:**

Each Vendor's contract shall be valid from April 15, 2011 to March 31, 2014. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

B. KEY RFP DATES/MILESTONES:

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	December 13, 2010
Written Questions Due No Later Than (NLT)	December 23, 2010
Written Answers Due/Posted to Website NLT	January 7, 2011
Proposals Due NLT	January 27, 2011
Public Proposal Opening	January 27, 2011 @ 1:00 P.M. EST
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS:

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by December 23, 2010. All questions will be answered in writing by January 7, 2011 and posted on www.gss.omb.delaware.gov website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

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D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Vicki Macklin
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904
Vicki.Macklin@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

E. Contact with State Employee

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

II. SCOPE OF WORK:

A. OVERVIEW:

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for Multi-function Products (Copiers & Printers) for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company as described herein.

HIGHLIGHTS OF THIS PROCUREMENT

- Equipment requirements ARE SPECIFIED for various categories
- Platen based multi function devices are the only ones acceptable
- Awards will be made in categories specified in the Appendix B
- Awards by brand/make, model and configuration will be made for categories specified in Appendix B
- The primary vendor will be required to maintain minimum stocking levels of equipment at all times (5 per category)
- The delivery time frame is 20 calendar days after receipt of order (ARO)
- The device section will include scanning, faxing and networking capabilities
- Equipment considered for award shall be defined as multi function equipment and listed accessories, utilizing digital technology

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II. SCOPE OF WORK: (continued)

The multi-function device must be a new business class model in current production. Models not approved for general mainstream production and delivery shall not be acceptable. Used, remanufactured to like new condition by the original manufacturer, or third party reconditioned equipment shall not be accepted.

The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services.

B. BACKGROUND:

The State of Delaware currently contracts with Canon Business Solutions for the fair-market value lease and outright purchase of copiers , Contract No. GSS08091-COPIERS. The current contract expires April 14, 2011 and will continue lease payments, maintenance and supplies for existing equipment only. The State of Delaware also has a Equipment Maintenance contract available to provide an alternative insurance-based maintenance program

Both the current copier acquisition contracts, and the corresponding procurement documentation for GSS08091-COPIERS and GSS11091-MULTIFUNC_PROD may be viewed and printed from the Government Support Services Website located on the Internet at www.gss.omb.delaware.gov .

C. STATEMENT OF NEEDS:

The Contractor shall furnish all labor, personnel, equipment and supplies necessary to implement the lease, purchase, delivery and installation of various Multi-function products over the term of this Contract with the methods and conditions specified herein. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

D. DETAILED REQUIREMENTS:

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

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III. FORMAT FOR PROPOSAL:

A. INTRODUCTION:

This section describes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE:

The forms required by this solicitation shall be considered mandatory, prevailing documents.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

D. CONCISE PROPOSALS

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

E. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Government Support Services.

F. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal

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G. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT:

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. SAMPLES OR BROCHURES:

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

K. BID BOND REQUIREMENT:

Bid Bond Waived.

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L. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one (1) paper copy and five (5) electronic copies on CD or DVD media disk. Proposals submitted on CD or DVD media disk must contain all Microsoft Word and Excel documents. The copy shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format. Vendor is responsible to ensure that all CD and DVD media have all complete documents and are free from viruses, failure to submit the requirements on CD or DVD media is reason for disqualification.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM Local Time on January 27, 2011. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 1:00 PM Local Time on January 27, 2011. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

M. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through March 31, 2014. Delaware reserves the right to ask for an extension of time if needed.

N. WITHDRAWAL OF PROPOSALS:

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

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O. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

P. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

Q. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions will be posted at www.gss.omb.delaware.gov . By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposals.

R. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

S. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

T. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

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U. EXCEPTIONS:

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

V. BUSINESS REFERENCES:

Business references are to be provided via Attachment 6.

W. DOCUMENT(S) EXECUTION:

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Government Support Services.

To complete the execution of the contract, the awarded vendor(s) shall submit an electronic W-9 at the following website: <http://accounting.delaware.gov>.

All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at <http://accounting.delaware.gov/>.

X. SUBCONTRACTS:

Subcontracting is not permitted under this RFP and contract for maintenance, customer service and billing. Delivery and pick up of equipment may be subcontracted.

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Y. CONFIDENTIALITY:

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

Z. ATTACHMENTS:

- Attachment 1 - No Proposal Reply Form
- Attachment 2 - Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality and Proprietary Information
- Attachment 6 – Business References
- Attachment 7 – Monthly Usage Report
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- Attachment 11 – DOC Security Requirements
- Attachment 12 - Office of Minority and Women Business Enterprise Certification Application
- Appendix A – Scope of Work details
- Appendix B – Pricing Form(s) and Instructions

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IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

2. STATE'S RIGHT TO CANCEL SOLICITATION

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

3. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and formal recommendation by Copier Resource Management Program (CRMP). A purchase order with formal recommendation, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

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4. DELIVERY OF PROPOSALS:

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

State of Delaware
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

5. PUBLIC OPENING OF PROPOSALS:

The proposals shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

6. DISQUALIFICATION OF VENDORS:

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

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7. AUTHORITY OF AGENCY:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

8. OR EQUAL (PRODUCTS BY NAME):

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

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B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR:

Government Support Services shall award this contract to the most responsible and responsive Vendor(s) who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the State.
2. Offerors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of offerors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The offeror's financial, physical, personnel or other resources, including subcontracts;
 - b. The offeror's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the offeror is qualified legally to contract with the State;
 - e. Whether the offeror supplied all necessary information concerning its responsibility; and
 - f. Any other specific criteria for a particular procurement which an agency may establish (to be inserted by agency)
4. If a Vendor is determined to be non-responsive, the Vendor shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

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C. PROPOSAL EVALUATION COMMITTEE:

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926. Such selection will be based on the following criteria

D. REQUIREMENTS OF THE VENDOR:

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

- State of Delaware Business License
- Insurance Certificate
- Dun and Bradstreet Report
- Buyer's Lab Report

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E. CRITERIA AND SCORING:

	EVALUATION CRITERIA		
		PERCENTAGE	POINTS
1.	The qualifications and experience of the persons to be assigned to the project. Availability of project team. Number of technicians to meet the State of Delaware needs for preventative and emergency maintenance and all other customer services. Ability to meet AM & PM response timelines.	20	40
2.	The background, financial resources, past performance, Dun & Bradstreet report and references.	10	20
3.	The training plan and training facilities/staff relative to the requirements of this RFP.	5	10
4.	The bidders are required to provide a well defined ACTION PLAN that will describe the bidders' organization and method for providing and installing multi-function devices and providing the required maintenance of these machines as specified herein. Also the ability and method of replenishment of supplies. Thoroughness and completeness of the proposal relative to the requirements.	15	30
5.	Quality & Functionality and the Service Capabilities of the Equipment. Variety of product line, warranty, and service options.	25	50
6.	The price proposal/pricing structure or Total Proposed Cost.	25	50
	TOTAL SCORE	100%	200
	Oral Presentation, if requested		10

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

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EVALUATION COMPONENTS:

Qualifications And Experience: 40 Points.

Vendors are asked to supply training and/or certification the technician possess and years of experience. Vendors are asked to provide the number of technicians that will be assigned specifically to the State of Delaware, the hours of operation, and plan to cover State agencies after normal business hours to meet the State of Delaware's need for preventative and emergency maintenance and other customer services.

References: 20 Points

The background, financial resources, financial resources, past performance, Dun & Bradstreet Report and references.

Training: 10 Points

The training plan and training facilities/staff relative to the requirements of this RFP. What assigned person (s) will be responsible for training, supports, and customer service.

Thoroughness and completeness of the proposal: 15 Points

Vendor's ability to provide supportive documentation in conjunction to proposal.

Action Plan: 30 Points

The vendor is asked to provide and Action Plan that will describe the bidders' organization and method for providing and installing multi function devices and providing the required maintenance of these machines as specified herein. Describe vendor's ability and method for replenishment of supplies within a 24-hour turn around time. Vendor approach to conducting and supporting the contract as it relates to multi-function product delivery, customer support, IT support, billing support, multi-function product training, professional attire of technicians, and the conduct of vendor personnel. Thoroughness and completeness of the proposal relative to the requirements.

Quality & Functionality and the Service Capabilities of the Equipment: 50 Points

Multi-function product equipment has the capacity to meet State of Delaware contractual needs. Can the vendor provide quick product placement and address emergency placement for a multi-function product. What support does the vendor have as it relates to multi-function product loaner program for multi-function products needing replaced. Variety of product line, warranty, and service options.

Cost: 50 Points

The price proposal/pricing structure or Total Proposed Cost. Is the proposal completed in its entirety.

Oral Presentations: 10 Points

Vendors may be requested to present an oral presentation as part of Best and Final Offers. Additional points will be granted by the evaluation committee not to exceed 10 points.

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F. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

G. REFERENCES

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

H. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

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V. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. **DEFINITIONS:** Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

PROPOSAL: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

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VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

MAY - Denotes that which is permissible, but not mandatory.

REQUEST FOR PROPOSAL (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

SHALL OR MUST - Denotes that which is a mandatory requirement.

SHOULD - Denotes that which is recommended, but not mandatory.

STATE - State of Delaware

USING ENTITIES- Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

CONTRACT SPECIFIC DEFINITION:

- **BUYER'S LAB REPORTS** – The seasonally issued publications compiled by Buyer's Lab Inc., Hackensack, NJ. to be used for research and verification for copier-based products.
- **PLATEN BASED MULTI FUNCTION DEVICES** – The glass exposure area on a multi function device which is used as the main pass- through area of originals. Used to create copies on a walk-up machine.
- **"ADD-ON"** - Any options of equipment or parts that are additional to the multi function device purchased or leased during the lease term agreement or after the initial purchase of the multi function device, i.e. Network print kits, or Scanner.
- **CURRENT MANUFACTURER** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- **STATUS REPORTING** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- **REGULATIONS** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- **CHANGES** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- **MULTI-FUNCTION DEVICES** – A device that has copy/scan/fax capabilities.
- **ADDITIONAL TERMS AND CONDITIONS** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.
- **CRMP** – Copier Resource Management Program

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B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES:

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards may be found at <http://gss.omb.delaware.gov/contracting/calpha.shtml> . Past usage shall not be considered a guaranteed future volume.

2. SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS:

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. PRICES QUOTED:

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list material that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

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5. **PUBLIC INSPECTION OF PROPOSALS:**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

6. **LAWS TO BE OBSERVED:**

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

7. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

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8. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

9. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

10. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

11. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Contractor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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12. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "Vendor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

13. **PRICES:**

Prices and/or rates shall remain firm for the initial term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

Vendors are asked to submit proposals for two (2) different pricing options:

- Option A is an all inclusive 36 month operating lease,
- Option B is an initial purchase with an optional 36 month maintenance charge.

14. **MOST FAVORED CUSTOMER:**

The Vendor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered, they must also apply to the subject contract.

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15. **PRICE ADJUSTMENT:**

If during the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial term from April 15, 2011 to March 31, 2014 period, the Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

16. **SHIPPING TERMS:**

FOB Destination, freight prepaid. All prices shall be firm F.O.B, destination and shall include all costs; and not be subject to increase during the life of contract. Each contract starts from the date of installation.

17. **FUNDING OUT:**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

19. **PERFORMANCE BOND REQUIREMENT:**

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance Government Support Services with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Government Support Services Bond Form. Performance Bonds will be required after initial contract term has ended for any active contracts open for leased equipment.

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20. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

- a. As a part of the contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors shall carry Comprehensive General Liability and all other coverages listed below.
 1. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

And

 2. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
- b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
- d. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**State of Delaware
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904
GSS11091-MULTIFUNC_PROD**

Note: The State of Delaware shall not be named as an additional insured.

21. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.
<https://onestop.delaware.gov/osbrlpublic/Home.jsp>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

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22. **INDEMNIFICATION:**

a. **General Indemnification:** By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

b. **Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

23. **NON-PERFORMANCE:**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

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24. **VENDOR NON-ENTITLEMENT:**

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

25. **OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

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Government Support Services

26. **REQUIRED REPORTING:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to Vendorusage@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

At the end of the contract the Awarded Vendor must provide a compiled report of all multi-function products placed within the State. The compiled report data must mirror the usage reports and show all procured multi-function products (active and closed) contracts.

Regardless of contract termination, Vendor is required to provide a Monthly Usage Report for all individual contracts and equipment still placed within the state under contract GSS11091-MULTIFUNC_PROD on a monthly basis by the 15th of every month for the previous month until all leases have completed the 36 month lease agreement.

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27. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

ALL ORDERING AGENCIES ARE REQUIRED TO HAVE A FORMAL RECOMMENDATION from the Printing and Publishing Office (PPO)/Copier Resource Management Program (CRMP). The successful vendor(s) are required to have a copy of the formal recommendation and copy of Purchase Order (PO). No placements may be made by the vendor that do not have the formal recommendation and PO. Vendor may fulfill only what is recommended by PPO/CRMP.

The awarded vendor(s) must direct all State agencies requesting multi-function products (copiers/printers) placements to PPO/CRMP.

COPIER MANAGEMENT PROGRAM
STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
TELEPHONE: 302-857-4520
FAX: 302-739-3697

The Copier Management Program will be responsible for reviewing Agency needs and making formal recommendations and ensuring right sizing of placements. The Copier Management Program will maximize benefits of multi-function equipment while reducing desktop printers in the workplace.

- The CRMP is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract.
- CRMP will ensure contract compliance with Agencies and Vendor(s).
- The CRMP is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.
- The CRMP is the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor.
- All persons and agencies that use the contract must notify and coordinate the use of the contract with the **CRMP and the Publishing and Printing Officer's (PPO), who must approve for placement of such equipment being purchased.**

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28. **BILLING:**

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

29. **METHOD OF PAYMENT:**

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

30. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

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31. **SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term “reasonable”. If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

32. **VENDOR RESPONSIBILITY:**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP.

33. **VENDOR- OWNED LEASE EQUIPMENT AND SUPPLIES REMOVAL:**

The awarded Vendor shall remove all lease equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

34. **ENVIRONMENTAL PROCUREMENT REQUIREMENTS:**

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award.

The State Environmental Procurement Policies may be found: <http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

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35. **PERSONNEL/EQUIPMENT/SERVICES:**

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

36. **MINIMUM WAGE RATES:**

Vendors should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. The Vendor should contact the State of Delaware Department of Labor at 1-800-452-1589, or 302-761-8069 for current or applicable wage rate requirements.

37. **TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS:**

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

a. Termination for Cause If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. Termination for Non-Appropriations In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

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38. **TERMINATION OF CONTRACT:**

As a central contract, the contract resulting from this RFP may be terminated as follows by Government Support Services.

a. Termination for Cause - If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. Termination for Non-Appropriations In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

39. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

40. **INTEREST OF VENDOR:**

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

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41. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

42. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

43. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

44. **TESTING AND INSPECTION:**

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

45. **COVENANT AGAINST CONTINGENT FEES:**

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

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46. **GRATUITIES:**

a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

47. **AFFIRMATION:**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

48. **AUDIT ACCESS TO RECORDS:**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

49. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

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50. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the successful vendor and Government Support Services.

51. **SUBCONTRACTS:**

Subcontracting is not permitted under this RFP and contract for maintenance, customer service and billing. Delivery and pick up of equipment may be subcontracted.

52. **AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

53. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order with formal recommendation
- Special Instruction

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54. **ASSIGNMENT:**

This contract shall not be assigned except by express prior written consent from the Agency.

55. **NOTICE**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Vicki Macklin
Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904

56. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

57. **CONTACT PERSONS:**

There shall be a minimum of four (4) contact persons listed in your proposal. A primary contact person for removal service calls. A secondary contact person for removal service calls. A contact person for repair service calls. And a contact person for accounting matters.

58. **PENALTIES:**

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages

In order to satisfactorily adjust the damages which the State of Delaware may suffer on account of the contractor's failure to deliver equipment and supplies according to the delivery requirements set forth herein (the parties hereto realizing that it might be impossible to compute accurately or estimate the amount of such failure), the contractor hereby covenants and agrees to pay the State of Delaware , for liquidated damages, without proof of actual or specific loss as stated below:

Fair market value lease - 1/15th of the monthly base fair market value lease charge for each day, beginning with the forty-sixth (46th) day, until delivery.

Purchase - ½ of 1% of the purchase price per day beginning with the forty-sixth (46) day, until delivery.

Any charges assessed shall be deducted from the contractor's payment.

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59. **VENDOR ACTIVITY:**

No activity is to be executed in an off shore facility. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

60. **WORK PRODUCT:**

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

61. **WARRANTY:**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

62. **PRODUCTION ENVIRONMENT REQUIREMENTS:**

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

63. **BROCHURES:**

The bidder **MUST** furnish with each copy of the proposal, the manufacture's latest printed brochure which contains **complete** specifications for each machine model bid, to enable Government Support Services and the evaluation committee to compare and determine if the multi-function product offered complies with the intent of the attached specifications. **The proposal will be considered non-responsive if two (2) copies are not submitted with the proposal. Copies of brochures must also be included on the CD or flash drive submitted with the bid.**

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64. **CONTRACTORS RESPONSIBILITIES:**

- The vendor(s) who are awarded contracts resulting from this RFP, assumes total responsibility for the following:
- Promptly filling PO and Formal Recommendations per Agency requests.
- Delivery and installation of all multi-function products ordered.
- Training on all multi-function products ordered within three (3) days of installation.
- A minimum stocking level subject to inspection by the State.
- Submission of invoices in compliance with the contract.

65. **QUANTITIES:**

The Director reserves the right to order any quantity of multi-function products necessary to meet the Using Agency's requirements. No guarantee is made by the Director to place any number of multi-function products from any bidder as a result of any price agreement offered by the bidder and approved by the State. For bidding purposes, it is estimated that the total amount of contract(s) entered into as a result of this proposal shall be \$2,700,000.00 annually for Delaware State Agencies. The State will not be bound by any maximum or minimum. The State reserves the right to bid individual requirements separate from any contract(s) resulting from this bid if deemed to be in the State's best interest.

66. **COVERAGE:**

The awarded vendor (s) must be able to supply statewide delivery and maintenance support.

67. **TAX EXEMPTION:**

Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted, nor added to any invoice associated with a purchase made under the resulting agreement.

68. **TRAINING:**

- Supplier is required to provide appropriate initial training to casual users and key operators at no additional cost to the state, within three (3) days of multi-function product installation.
- The vendor shall insure this training is comprehensive enough in length and depth, where it would be reasonable to assume that any person should have the basic knowledge to operate the machine after receiving this training.
- Advanced training will be on an as requested basis from the agency.
- Advanced and additional training may be required by the State due to personnel turnover, introduction of new products, etc. at no extra charge to the State on an as requested basis.
- Training should also include Information Technology (IT) functions relating to customer support on additional "Add-Ons", i.e. Network print kits, fax functions, scan to network, scan to email, private print, HD Erase Kits, mailbox function, etc. Vendor shall schedule training with Agency and request Agency IT support be present to ensure networking access is available.

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69. **CONFIDENTIALITY AND DATA INTEGRITY:**

The State of Delaware, Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs specifically developed to process State agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the **CONFIDENTIALITY AND INTEGRITY STATEMENT, (Attachment 8)**, and is made part of this RFP. Contractor employees, individually, maybe required to sign the statement prior to beginning any work.

70. **STANDARDS PRACTICES:**

With respect to work provided to or conducted for the state by a Contractor, the Contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The Contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The Contractor(s) shall be responsible for ensuring all services, products and deliverables furnished to the State are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or policies standards promulgated by DTI. DTI Standard and Practices can be found at <http://dti.delaware.gov/information/standards-policies.shtml> . If any service, product or deliverable furnished by a Contractor(s) does not conform to State policies, standard or general practices, the Contractor(s) shall, at its expense and option either (1) replace it with conforming equivalent or (2) modify it to conform to State policies, standards or practices.

71. **SECURITY:**

Computer, network, and information security us of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for you review. The Contractor is guaranteeing that any systems or software provided by the Contractor are free of vulnerabilities listed in that document.

72. **CYBER SECURITY LIABILITY:**

It shall be the duty of the Contractor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Contractor(s) agreement shall not limit or modify liability for information security breaches, and Contractor shall indemnify and hold harmless the State, it's agents and employees from any and all liability suits, actions or claims, together with all reasonable costs and expenses (including attorney's fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Contractor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Contractor.

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73. **INFORMATION SECURITY:**

Multi-function peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multi-function peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

74. **HARD DRIVE ERASE:**

As part of the contract the Contractor must supply a Hard Drive Erase Kit or provide certificate that the machine memory has been erased prior to removal of lease termination. This cost must be built in to the lease payment. In accordance with HIPPA, DOD5220.M., NIST 800-88 and NIST 800-36.

75. **HARD DRIVE REMOVAL:**

As an option the State Agencies may request the Hard Drive to be removed and left with the Agency for destruction. The Hard Drive must be replaced with a new hard drive, firmware installed and certificate of completion to the using Agency. The Contractor must include in their bid the price for the Hard Drive Removal option.

76. **MULTI-FUNCTION PRODUCT IDENTIFICATION:**

Contractor is required to provide with each unit placed in the State a readily visible label indicating the following:

- Owner of the equipment (State/Dept/Div., Vendor, etc.);
- Physical Location (Building, floor, room number);
- Name of Agency contact for unit;
- Phone numbers to obtain help, supplies, and maintenance; and
- Model number and serial number.

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77. **COPIER RESOURCE MANAGEMENT PROGRAM ADMINISTRATION:**

Title 29, Chapter 6308A (i) states Government Support Services shall provide graphics and printing services, including but not limited to, printing, duplicating, photography, and photocopying to all agencies under the Executive Department. If appropriate, the Director of Government Support Services may award a contract in accordance with Chapter 69 of this title. **Send all requests for devices to:**

COPIER MANAGEMENT RESOURCE PROGRAM
STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
TELEPHONE: 302-857-4520
FAX: 302-739-3697

See website for Copier Management Program processes:

<http://www.gss.omb.delaware.gov/copier/index.shtml>

78. **STATE CONTRACT COPIER MANAGER:**

The Copier Management Resource Program (CRMP) will be responsible for reviewing Agency needs and making formal recommendations and ensuring right sizing of placements. The Copier Management Program will maximize benefits of multi-function equipment while reducing desktop printers in the workplace.

- The CRMP is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract.
- CRMP will ensure contract compliance with Agencies and Vendor(s).
- The CRMP is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.
- The CRMP is the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor.
- All persons and agencies that use the contract must notify and coordinate the use of the contract with the **CRMP and the Publishing and Printing Officer's (PPO), who must approve for placement of such equipment being procured.**
- The CRMP determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the CRMP shall file a formal complaint with Government Support Services, and request assistance in the resolution of the contract performance problem with the Contractor.
- The CRMP is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- The CRMP is responsible for submitting the Contractor final deliverables to the Contract Officer of Government Support Services. The CRMP is also responsible to formally report, to Government Support Services, Contract Officer, using the Correction Action Request (CAR), all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in the same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

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79. **COORDINATION WITH THE CONTRACT COPIER MANAGER:**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Copier Manager for resolution.

- Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Copier Manager.
- The Contractor may contact the State Contract Copier Manager if the contractor cannot resolve a dispute with the contract users.

80. **CONTRACT TRANSITION:**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 90 days beyond the expiration date of the contract.

- Upon award of the contract, the contractor shall work with the state and any other organizations designated by the state to insure an orderly transition of services and responsibilities from existing contract(s), which are either expiring or which contain volume purchase agreements, to insure the continuity of those services required by the state agency.
- The contractor must provide all required hardware and software upon the effective date of the contract. However, applicable services required by the contract shall begin at the earliest possible date following the start date of the contract. This is done in an effort to give the contractor the opportunity to work with the state in the "start-up" of the services.
- Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state, if requested in writing. All contract services are valid within agreed timeline specified during the contract and maintenance will continue until the lease agreement is complete. Example, if a device is installed in month 32 of the contract, the device will maintain all services as set forth in the contract for the entire 36 month lease term even if the contract that it was procured through has expired.
- At the end of the contract the Awarded Vendor must provide a compiled report of all multi-function devices placed within the State. The compiled report data must mirror the usage reports and show all procured multi-function devices (active and closed) contracts.

The contractor shall provide and/or perform any or all of the following responsibilities:

- The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state and/or to the state's designee within five (5) days after receipt of the written request in a format and condition that are acceptable to the state agency.
- The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract.
- The contractor shall discontinue providing service or accepting new assignments under the terms of this contract. No exceptions will be made unless approved by the CRMP.

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81. **EQUIPMENT:**

Only new equipment shall be placed in governmental entities using this contract. All multi-function devices placed must be current models of the latest manufacture, with 100% new parts. No discontinued, refurbished, rebuilt or remanufactured machines will be placed. Energy Star Compliance is required for all equipment.

82. **RESPONSE TIME:**

Each supplier must have on-site response time of four (4) working hours or less. For machines that are down longer than sixteen (16) working hours, loaner machines (replaced like-for-like) must be in place on the 3rd working day until the original machine is repaired and reinstalled.

83. **MAINTENANCE AND SUPPLIES:**

Supplier's standard maintenance program is acceptable. In addition, maintenance is defined as acceptable work performed by supplier to assure that all features of the equipment are operating per supplier's published standards.

- Supplier is responsible to provide all parts and labor as part of equipment maintenance inclusive to the lease agreement.
- Suppliers are responsible to provide supplies as part of the lease/maintenance agreement.
- For placements in State facilities that operate 24 hours/day, 7 days/week, a 24-hour customer service/maintenance contact is required when indicated on the purchase document.
- A service log will be maintained by the Contractor and kept on-site as part of the copier equipment. See attachment 9.
- The State will have access to this log for its use. All downtime, no matter what the cause, will be recorded on this log.

84. **DOWNTIME:**

The State reserves the right to have as an option, the equipment replaced with a like machine until repairs are made and it is returned, or the plan terminated without any financial penalty, if:

a. Copier requires five (5) service calls or more in any given 30-day period, no matter what the percent of down time, or:

b. The supplier, if requested by the state, will grant a credit to the State for any machine that fails to perform at an effectiveness level of 90% during any given month. The downtime for a machine is computed by dividing the machine failure downtime by the total productive time (minimum of 162.5 hours per month) per month. The credit shall be a percentage amount of the fixed monthly lease/rental/maintenance charge, which is determined by subtracting the actual percentage of effectiveness level attained during the month from 100. (Examples: if the effectiveness level for a machine is 87% for the month, the credit would be 13% of the fixed monthly lease/rental/maintenance charge; if the effectiveness level is 90% or higher, there is no credit due under this provision). Downtime begins when the end user actually places the service call to the Supplier and continues until equipment repairs are completed to the satisfaction of the State. Periodic preventive maintenance, and/or user errors will not count against the down time.

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85. **ORDER CONFIRMATION:**

The supplier is required to provide a written confirmation of the order received date, order placed date, & estimated delivery date immediately upon order placement within seventy two (72) hours of equipment request by the State of Delaware. Notice of any delivery problems is required. The confirmation must be made to the ordering agency as stated in the order.

86. **DELIVERY, INSTALLATION AND ACCEPTANCE:**

Supplier is expected to meet delivery requirements of the State as stated in the purchase document and order confirmation. In no case shall delivery and installation be greater than twenty (20) days after receipt of order, unless the ordering agency agrees in writing to an extended delivery.

- The State assumes no financial responsibility to any entity other than the Contractor.
- The Leasing Company's documents are for the convenience of the Contractor and do not commit the State to additional terms and conditions. **The State will not sign any lease agreements with the Contractor.**
- Contractors shall not ship or install without a properly executed contract release and formal recommendation form from CRMP.
- Notice of delivery shall be made to the state agency five (5) days prior to delivery.
- In order to satisfactorily adjust the damages which the State of Delaware may suffer on account of the contractor's failure to deliver equipment and supplies according to the delivery requirements set forth herein (the parties hereto realizing that it might be impossible to compute accurately or estimate the amount of such failure), the contractor hereby covenants and agrees to pay the State of Delaware, for liquidated damages, without proof of actual or specific loss as stated below:

Fair market value lease - $1/15^{\text{th}}$ of the monthly base fair market value lease charge for each day, beginning with the thirty first (31st) day, until delivery.

Purchase - $\frac{1}{2}$ of 1% of the purchase price per day beginning with the thirty first (31st) day, until delivery.

- Any charges assessed shall be deducted from the contractor's payment.

87. **REMOVAL OF EQUIPMENT:**

No equipment may be removed without prior notification. An authorized State representative must be present during removal. All machines that are to be removed must be physically removed from the State's premises within fifteen (15) calendar days from notification by the agency. **All removal charges are the responsibility of the awarded vendor. Prior to removal all hard drive memory must be erased and certificate given to State Agency.**

It is possible that the equipment on this contract may be picked up before the agreement has terminated. The State of Delaware remains responsible for any pending payments to the term of the contract regardless of the location of the equipment. No additional payments or charges beyond the contract term will be incurred without CRMP approval.

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88. **PRICING POLICY/OPTIONS:**

Vendors are asked to submit proposals for two (2) different pricing options:

- Option A is an all inclusive 36 month operating lease,
- Option B is an initial purchase with a 36 month maintenance charge

Option A- 36 Month Operating Lease: - "All-in" dollar amount per month for a 36 month lease period by component – with no residual or buyout obligation to the State. **This includes unlimited copies, all preventative maintenance and any other required maintenance, along with all supplies, including staples, but excludes paper.**

The State will not accept proposals where the State is charged for a full-term worth for any add-ons that are added after the initial installation date. For clarification purposes: If during the term of a 36 month lease, an agency adds on a piece of equipment (network print kit, finisher, or by-pass tray e.g.) to the copier in month 13, the cost of the add-on, will be pro-rated for the remainder of the lease term. i.e 36 month lease term fees minus the months of placement, multiplied by the monthly fee; $(36 - 12 = 24 \times \$5.00)$.

- There shall be no underutilization or overage charge for copies/prints per month. The State seeks unlimited copies/prints for all devices. The State recognizes the maximum duty cycle of equipment and if Agency consistently exceeds this the State will evaluate right sizing equipment and move to a higher performing model.
- The contractor must notify the State agency in writing of the pending expiration of the lease ninety (90) days prior. All buyouts must be coordinated through the CRMP. Lease expiration is considered by the State of Delaware to be 36 months to the day after physical placement and installation.
- All options added during the initial lease term shall be charged a pro-rated amount based on the remaining time period of the original lease.

Option B- Purchase:

1. **Purchase Price:** The price includes the basic equipment purchase price with any options selected by the ordering agency.
2. **Monthly Maintenance Charge:** (with 36 month maintenance agreement). **This includes all maintenance, unlimited copies, and all supplies, including staples, but excludes paper.**
3. There shall be no underutilization or overage charge for copies/prints per month. The State seeks unlimited copies/prints for all devices. The State recognizes the maximum duty cycle of equipment and if Agency consistently exceeds this the State will evaluate right sizing equipment and move to higher performing model.
4. The subcontractor must work with and accept payment from the State's leasing supplier, if requested.
5. Maintenance plans may be canceled with thirty (30) days written notice by the State with no further financial obligation.
6. Minimum of one (1) year manufacturer warranty for any purchases.

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C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS:

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT:

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY:

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S):

The contract(s) with the successful Vendor(s) will be executed with the Government Support Services acting for all participating governmental entities.

7. INFORMATION REQUIREMENT:

The successful Vendor's shall be required to advise and provide the Government Support Services of the gross costs associated with this contract.

STATE OF DELAWARE
Government Support Services

VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS11091-MULTIFUNC_PROD

Multi-Function Products (Copiers & Printers)

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Government Support Services by January 27, 2011 at 1:00 P.M. EST at which time bids will be opened.

Proposals must be mailed to:

**Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904**

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904

Attachment 1

NO PROPOSAL REPLY FORM

CONTRACT GSS11091-MULTIFUNC_PROD CONTRACT TITLE: Multi-Function Products
(Copiers & Printers)

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

	1.	We do not wish to participate in the proposal process.
	2.	We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:
	3.	We do not feel we can be competitive.
	4.	We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
	5.	We do not wish to sell to the State. Our objections are:
	6.	We do not sell the items/services on which Proposals are requested.
	7.	Other:_____

	FIRM NAME	SIGNATURE

		We wish to remain on the Vendor's List for these goods or services.
		We wish to be deleted from the Vendor's List for these goods or services.

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Government Support Services

CONTRACT NO.:GSS11091-MULTI-FUNC_PROD

TITLE: Multi-Function Products (Copiers & Printers)
Attachment 2

OPENING DATE: January 27, 2011 at 1:00 P.M. EST

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Government Support Services

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services

COMPANY NAME _____	Check one)
	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

	(circle one)	(circle one)	(circle one)
COMPANY CLASSIFICATIONS: CERT. NO. _____	<u>Women</u> Yes No <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	<u>Minority</u> Yes No <u>Business</u> <u>Enterprise</u> <u>(MBE)</u>	<u>Disadvantaged</u> Yes No <u>Business</u> <u>Enterprise</u> <u>(DBE)</u>

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Attachment 3

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

[illegible]

Note: use additional pages as necessary.

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Attachment 4

CONTRACT NO. GSS11091-MULTIFUNC_PROD
Contract Name Multi-Function Products (Copiers & Printers)

PROPOSAL REPLY SECTION

COMPANY PROFILE & CAPABILITIES

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	How many years has your company been in operation, and please explain your business philosophy.

2.	What is your organization's main line of business?

3.	What was your total sales revenue in calendar year 2009? For the last five years?

4.	What was your company's multi-function equipment annual sales revenue in calendar year 2009? For the last five years?

STATE OF DELAWARE
Government Support Services

5.	What percent of your total business would the State of Delaware business amount to within your entire customer base?
6.	How many employees does your company have?
7.	What is your sales and operational site coverage specific to Delaware? Are there any portions of any county within the State you cannot service? Please detail your response as needed.
8.	Please indicate the number of technicians available to cover/support the State of Delaware. Are your technicians qualified to connect and train end users in the operation of networked equipment.
9.	How would the award of any or all of this contract affect staffing?
10.	The RFP document states that the State of Delaware is requiring that only invoices and other documents from contracted vendors will be accepted. Please indicate how your company works with the billing department to resolve and billing discrepancies. Please explain any reasons why this would be an issue below and list any required changes needed to meet this compliance.

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11.	Can your company support initial and advanced training required by the State? Will you be able to provide advanced training at no additional cost to the State? Please explain.
12.	Does your company provide refurbished parts in equipment that can meet the minimum requirements specified in the RFP? Please explain in detail how this parts program works.
13.	Please provide a concrete example of a difficult situation you had with servicing a customers needs, and how the matter was resolved.
14.	Do you offer emergency placements for no longer than one month? If so, pricing will be negotiated with awarded vendor and CRMP must approve before placement can be made.

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Attachment 5

CONTRACT NO. GSS11091-MULTIFUNC_PROD
Contract Name Multi-Function Products (Copiers & Printers)

PROPOSAL REPLY SECTION

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Add additional pages as needed.

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Attachment 6

CONTRACT NO. GSS11091-MULTIFUNC_PROD
Contract Name Multi-Function Products (Copiers & Printers)

Business References

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:
2. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:
3. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

ATTACHMENT 7

1

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Government Support Services

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

STATE OF DELAWARE
Government Support Services

ATTACHMENT 8



State of Delaware

DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904

CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

_____ when performing work for the Department of Technology and Information, understands that it acts as an extension of DTI and therefore is responsible for safeguarding the States' data and computer files as indicated above. _____ will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, _____ understands that it is to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and that it should alert an immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of _____ position and benefits, and prosecution under applicable State or Federal law. This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

The Undersigned, hereby affirms and understands the terms of the above Confidentiality and Integrity of Data Statement, and agrees to abide by the terms above.

Signature: _____

Name:.

Title:

SERVICE CALL LOG

Vendor's Name:

Vendor's Service Number:

Serial Number:

Physical Location of Device:

[illegible]

PERFORMANCE BOND FORM

(IN THE AMOUNT OF 100% OF THE TOTAL CONTRACT AWARD)
BOND TO ACCOMPANY AND FOR CONTRACT NO.: #GSS11596-FOODYARD_COMPOST

KNOW ALL MEN BY THESE PRESENTS THAT: _____

of _____ in the County of _____

and State of _____ as principal and _____

_____ of _____ in the County of

_____ and State of _____

as surety, legally authorized to do business in the State of Delaware, are held firmly

bound unto the State of Delaware in the sum of _____ Dollars (\$_____),

to be paid to the use and benefit of Government Support Services of said State, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrators, successors, and assigns, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if the said above bounded principal

_____ who had been awarded by Government Support Services of the State of Delaware a certain contract designated by the parties thereto as Contract No. _____,

and dated the _____ day of _____ in the year of our Lord two thousand and

_____ (20___), for construction and completion of a certain Public Works Contract within the said State of Delaware, shall well and truly provide and furnish all the materials, appliances and tools and perform all the construction work and labor required under and pursuant to the terms and conditions of said Contract No. and of the proposal, plans and specifications contained therein, and shall also indemnify and keep harmless the said State of Delaware and said Government Support Services, from all costs, damages, and expenses growing out of or by reason of the construction work and completion of said Public Works Contract under said Contract No. _____ above mentioned, and shall well and truly pay all and every person furnishing material of performing labor in and about the construction of said Public Works Contract, all and every sum or sums of money due him, them or any of them, for all such labor and materials for which the Contract is liable; then this obligation shall be void or cease to be and remain in full force and virtue.

Sealed with our Seals

Dated the _____ day of

_____ in the year of our Lord two thousand and

_____ (20__).

Corporate Seal

SIGNED, SEALED AND DELIVERED IN
the presence of

Witness

_____(Seal)
Name of Contractor

BY _____(Seal)

Title

Corporate Seal

_____(Seal)
Name of Surety

Attest: _____

BY _____(Seal)

Title

S:\ Performance Bond

DOC SECURITY REQUIREMENTS & PROCEDURES**1. REQUIREMENTS:**

The correctional facility has issued regulations to be observed by all contractors, their subcontractors (if any) and employees and other firms providing services for or otherwise assigned to or working on the project in order to minimize disruption to prison operations, maintain security and facilitate the construction process. While working inside the prison facilities on a regular or occasional basis, it must be clearly understood that prison security requirements will at all times take precedence over construction operations. The contractor shall comply with all such regulations and consider the regulations when preparing his/her bid.

2. WORKING AT A DEPARTMENT OF CORRECTION FACILITY:

- a. In order for the Department of Correction (DOC) to ensure security on the job site, the prime contractor shall submit a list of all proposed workers who will be working on the site to the DOC including name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any) and any vendors requiring access to the secure perimeter of the facility.
- b. Workmen will not be permitted on the campus without approval.
- c. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d. A list of tools must be supplied with each truck. Inventory shall be taken by the contractor at the beginning and end of each workday. Correctional Officers reserve the right to inspect and inventory all toolboxes, workmen and trucks. Report all missing tools immediately. Leave all unnecessary tools at the shop.
- e. Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time required to inspect the vehicles.
- f. Proper construction clothing is required. Short pants are not permitted.
- g. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example of previous projects at a Department of Correction site, it takes between one half hour to one hour to enter or leave the facility.
- h. Contractor is advised that only limited movement will be permitted while inside the compound.
- i. Contractors are requested to notify the Director of Custody of Operations upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- j. Completion of "A" Short Form is required for all employees (see next page for "A" Short Form).

**"A" SHORT FORM
DELAWARE DEPARTMENT OF CORRECTION
LIST OF PERSONNEL FOR BACKGROUND CHECK
FOR ON-SITE WORK**

DATE: _____
 CONTRACTOR: _____
 ADDRESS: _____
 PHONE/FAX: _____
 CONTRACT NAME/NO: _____

[illegible]

3. **CONTRABAND/TOOL CONTROL:**

- a. Title 11, Section 1256 of the Delaware Code specifies that “a person is guilty of promoting prison contraband when: (1) they knowingly and unlawfully introduces any contraband into detention facility, or (2) being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.”
- b. No one may introduce into or possess on the grounds of any institution of any of the following that are considered to be contraband except as noted:
 - 1. Any intoxicating beverage.
 - 2. Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant, or drug except as authorized or approved by an institution affiliated physician.
 - 3. Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administration.
 - 4. Any instrument that may be used as an aid in attempting an escape.
 - 5. Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized.
 - 6. Any article of State property for the purpose of removing it from State property without authorization from administrative or supervisory personnel.
- c. In addition to above, no inmate may possess:
 - 1. Tool, instrument or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
 - 2. Money.
- d. Private Contract Repair and Maintenance Workers: Private contracted or contract maintenance workers by, or under contract to perform services, maintenance repair or construction within the institution must complete an inventory listing of all tools, tool boxes and related equipment prior to admittance into the institution. A staff member as so assigned must escort tradesmen or other non-employee workers while in the institution. At entry control points, vehicles and personnel will be searched to include any tools or relating equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.

- e. Classification of Tools: It is difficult to classify every specific tool. However, the classification tools can be determined according to the following categories.
 - 1. Restricted tools are items that can be used by inmates either in effecting an escape or causing date or serious injury. The following tools are typical examples:
 - a. Diamond-point drills
 - b. Ice picks
 - c. Hones and sharpening stock
 - d. Metal cutters, blades
 - e. Bolt cutters
 - f. Cleaners
 - g. Cutting torches
 - h. Electric drills, portable
 - i. Electric bench and portable grinders
 - j. Files
 - k. Gear pullers
 - l. Diamond point and regular hacksaw blades
- f. Lost or stolen tools must be reported to security of the Department of Correction.
- g. Broken saw blades must be removed from the property (not left or discarded on site).

4. **GENERAL REQUIREMENTS:**

- a. All tools will be accounted for by the worker and escorting officer upon completion of daily work.
- b. Workers, once entering controlled areas, are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.
- c. Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.
- d. It is essential that construction operation and debris removal be conducted in a manner to assure that materials that may be used as weapons do not fall into the hands of inmates.
- e. Anything of unusual nature as loss of a key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.
- f. In the event that construction requires the description of plumbing, electrical power, etc., the Director of Custody of Operations must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not be interfered.
- g. Workers will be denied access to controlled areas should they have relatives or close friends incarcerated in the facility.
- h. Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.
- i. Inmates are not permitted to franchise with the public or contractors.

5. SPECIAL REQUIREMENTS:

- a. Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- b. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.
- c. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
- d. Existing streets, pavements, lawns, curbs and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner and local authorities.

6. SITE SECURITY:

The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.):

a. Photo Identification Card

- 1. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:

- a. Name;
- b. Date of Birth;
- c. Social Security Number; and
- d. Address.

- 2. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). He will transport the identification cards and issue the identification card upon arrival of the construction workers (after identifying the worker). The cards will be collected at the end of the day and returned to the Main Gate.

b. Assigning Men to the Site

- 1. Each trade subcontractor shall notify the Maintenance Superintendent twenty four (24) hours in advance, but not later than 12:00 Noon, on the previous work day before sending men to the project site so an officer can be assigned to accompany all his personnel.

c. Tools and Materials

- 1. No tools or materials shall be left unguarded at any time, and tools shall be removed from the working areas at the end of each working day or at anytime the workmen and assigned officer leave the area.

d. Prison Records

1. Where a workman or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record and notifying the institution at least seventy two (72) hours in advance of his visit. The institution will then notify the trade subcontractor and either provide or deny permission for that person to enter the institution. Any workman denied entrance to the institution must be replaced by the trade subcontractor or subcontractor at no additional cost.

e. Workmen Lunch Area/Searches

1. Workmen are expected to stay in their respective working areas during their lunch period unless leaving the grounds is permitted.
2. All workmen are expected to submit to a search of themselves, toolboxes, lunch containers, and vehicles at any time if the search is deemed necessary.

f. Prohibited Items

1. The following items are prohibited from being brought onto the prison grounds and construction site:
 - a. Alcoholic beverages and drugs
 - b. Explosive and firearms
 - c. Tobacco products

g. Working Dress and Workmen

1. Workmen will maintain proper attire while working at the institution.

- h. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
- i. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.
- j. It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
- k. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas hallways, center areas, etc. Affectionate or intimate behavior between official visitors and inmates is prohibited.
- l. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.
- m. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
- n. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.

- o. The offering and giving of any tips, gratuities, fees, etc. to any inmates or prison personnel are strictly prohibited.
- p. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
- q. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
- r. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that the contractor communicate this confidentially to the Maintenance Superintendent.
- s. Tools and Equipment Safety
 - 1. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
 - 2. Tools: Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
 - 3. Powder Actuated Tools: Comply with Owner's and Maintenance Superintendent direction for control of powder used and stored.
- t. Construction Personnel Vehicle Parking
 - 1. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
 - 2. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.

Insert most recent OMWBE Certification Application found here:
http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf

State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe

APPENDIX A SCOPE OF WORK

DEFINITIONS:

Joint Venture - An agreement where two firms partner to respond to an RFP as a prime contractor, neither is a subcontractor of the other, and both agree to be responsible for performance.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of Delaware

Using Agency[ies] - The entity[ies] for which Government Support Services has issued this RFP.

CONTRACT SPECIFIC DEFINITION:

- **Buyer's Lab Reports** – The seasonally issued publications compiled by Buyer's Lab Inc., Hackensack, NJ. to be used for research and verification for copier-based products.
- **Platen Based Copiers** – The glass exposure area on a copier which is used as the main pass-through area of originals. Used to create copies on a walk-up copier.
- **"Add-On"** - Any options of equipment or parts that are additional to the Copier purchased or leased during the lease term agreement or after the initial purchase of the Copier, i.e. Network print kits, or Mopier.
- **Current Manufacture** – *Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.*
- **Status Reporting** – *The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.*
- **Regulations** – *All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.*
- **Changes** – *No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.*
- **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

STATE OF DELAWARE
Government Support Services

**APPENDIX A
SCOPE OF WORK**

1. CURRENT PRODUCTION EQUIPMENT – REQUIREMENTS:

Only current production multi function equipment, available for sale or lease at the time of the bid opening date for this proposal will be considered. In order to confirm eligibility for consideration, all devices offered must be accompanied with a Buyer's Lab Report, and be the most current product available.

- The multi-function devices must have copying, network printing, scanning capabilities (scan to network, scan to email) and faxing capabilities.
- The multi-function devices must meet the following requirements:
 - be a single, stand-alone unit or desk top. Tandem devices in order to meet the band requirements shall not be acceptable;
 - be all digital and duplex;;
 - produce consistently good copy quality with complete solid area coverage and halftone reproduction;
 - be able to make single and multiple copies from a 2 sided original with no minimum run lengths and without any waste or masters;
 - be capable of reduction and enlargement;
 - be able to copy from bound volumes; and
 - be able to scan in full color
- Machines that are listed as discontinued are not to be offered, and shall not be considered. Furthermore, multi-function products offered must not be listed in any industry publication as discontinued while being actively marketed by the OEM.
- After award of contract, specific multi-function products that have been awarded that are subsequently discontinued from a manufacturer's line may be substituted upon approval by the Director of Government Support Services.
- Vendors must submit all data for new machines requested to be substituted for discontinued models.
- All pricing, terms and conditions of discontinued model will apply to new machine.
- The substituted multi-function product must meet the same speed band requirements as the discontinued model, have the same or faster speed and contain all features of the replaced copier.
- Additional fixed accessories can be accepted at no extra cost.
- Replacement of obsolete equipment will be reviewed when requested after commencement of this contract.
- Contractors wishing to replace equipment must include documentation from the OEM stating that the model being replaced is discontinued.
- A product sales bulletin or letter from the OEM will suffice.
- The Contractor will be promptly notified of the new copier's acceptance or rejection.
- Any equipment that becomes "discontinued" during the term of the contract shall become ineligible to be placed for the remainder of the contract and must be replaced by a machine which meets the specifications of the "discontinued" unit. Discontinued units are those no longer marketed for placement by the OEM. All replacements must be approved by the State.

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2. EQUIPMENT STATUS - NEW AND REMANUFACTURED NEW ONLY:

Multi-function devices with an energy star rating are mandated under this bid for multi function products in categories.

NEW multi function devices are those which have not been used previously and are being actively marketed by the Original Equipment Manufacturer (OEM).

3. EQUIPMENT INTRODUCTION DATE:

Multi function devices in categories 1-17, must have a domestic introduction date after January 1, 2010, will be accepted under this contract.

4. GUARANTEES:

All multi-function products provided shall be in good working order and not subject to excessive remedial maintenance that will have a detrimental effect on the ability of the contract user to meet their agency goals and objectives.

5. INSTALLATION PROCEDURES:

The Contractor shall provide the following installation service as a minimum:

- Contractor shall spot, install, and make ready to use all office multi-function equipment and accessories ordered by using agencies as part of the FOB destination delivered price in accordance with the delivery section of this RFP.
- Work shall be performed and completed during the work schedule developed with the using agency. Delivery is required within 20 calendar days or less of receipt of Purchase Order and Formal Recommendation.
- The Contractor shall supply all materials and tools necessary to perform this service.
- The State will furnish suitable electric current at its expense to operate equipment. All equipment furnished shall be UL listed. Any wiring and/or cabling required for multi-function devices shall be the responsibility of the state agency.
- The Contractor shall be responsible for all safety precautions while performing the work. After all work is completed, the area shall be cleaned from any soil, packing materials or waste of any nature caused by the Contractor during the performance of his service.
- The Contractor shall fully install all equipment and software at the location specified by the state agency. (if applicable)
- The Contractor shall assist state agency staff in the installation and/or configuration of required software for the operation of the multi function devices.
- Required assistance for software installation shall be provided at no additional cost to the state agency.
- Work performed under this contract must comply with all appropriate OSHA standards.

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6. ASSOCIATED CHARGES:

The State will not pay installation charges. Any charges required must be factored into the bid prices.

- The State will not pay any removal charges.
- At the end of the contract term or the termination of this contract, it is the sole responsibility of the Contractor to remove the copier from the premises. Upon request of removal by a state agency the Contractor has 15 calendar days to remove the equipment. It is possible that the equipment on this contract may be picked up before the agreement has terminated. The State of Delaware remain responsible for any pending payments of the equipment regardless of the location.
- Installation costs will not be incurred by the State for the same manufacturer's equipment which is removed and replaced with an upgraded or downgraded model.
- For installation that requires network/scan/fax functionality the device must be fully operational at the time of installation, and if any additional software or support functions are needed, the Contractor is to supply to the State of Delaware at no charge.

7. PRORATING OF ADDITIONAL EQUIPMENT/OPTIONS (ADD-ONS):

All options added during the initial lease term shall be charged a pro-rated amount based on the remaining time period of the original lease. The State will not accept proposals where the State is charged for a full-term worth for any add-ons that are added after the initial installation date. For clarification purposes: If during the term of a 36 month lease, an agency adds on a piece of equipment (network print kit, finisher, or by-pass tray e.g.) to the copier in month 13, the cost of the add-on, will be pro-rated for the remainder of the lease term. i.e 36 month lease term fees minus the months of placement, multiplied by the monthly fee; $(36 - 12 = 24 \times \$5.00.)$

8. METHOD OF OPERATION AND EQUIPMENT ACCEPTANCE BY THE STATE:

Agencies using this contract will coordinate with CRMP to select equipment that is most appropriate to each agency's actual needs. Factors will determine which equipment best suits agency needs. Factors include, but are not limited to; volume, equipment performance, space requirements, diagnostics, configuration, and additional available accessories, speed and duplexing efficiency.

Delivery must be made within twenty (20) calendar days of the Contractor's receipt of an order.

The Contractor must provide the Using Agency contact person, notice within three (3) working days of receipt of an order whether or not it will be able to make delivery within twenty (20) days.

In the event the Primary Contractor is unable for any reason, to make delivery within twenty (20) days (ARO) after receipt of order, the State Contract Copier Manager in the State must be notified.

Failure on the part of the Contractor to notify the Using Agency and the State Copier Manager within three (3) days of receipt of an order of the inability to make delivery within twenty (20) calendar days (ARO) after acceptance of an order, may be grounds for filing a formal complaint with Government Support Services, Contract Officer.

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9. ACCEPTANCE OF EQUIPMENT BY THE STATE:

It will be the Contractor's responsibility to ensure that the equipment is made operational the same day of delivery and producing acceptable copies, prints, scanning to email/network and/or faxing based on the accessories the agency has ordered.

- The effective date of billing the State shall begin when the State accepts the equipment as meeting the above conditions.
- Invoicing for all multi function equipment installations are to be made by the Contractor holding the contract.
- Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices of payment.
- All invoices must bear the official contract number assigned by the Government Support Services, and reference the model number, serial number, unit and extended price, and agency name and location.
- The Contractor shall provide one master statewide account number with unique agency specific identifiers.
- The State of Delaware does not pay state or federal taxes unless otherwise required under law or regulation.

10. MAINTENANCE OF RECORDS/CONTRACTOR MEETINGS:

In conjunction with the standard record keeping requirements of this contract as listed #26, Required Reporting of this RFP, Contractor(s) will provide, on a monthly basis, a record of placements made under their contract award resulting from this Request for Proposal.

This information shall be provided in a columnar format which shall list the following:

- Name of ordering agency indicating whether the ordering agency is a state agency, school district, municipality, fire department, or other non-state agency.
- Indicate contact person, phone number, billing address, and physical location of equipment.
- A listing of models installed including a description and/or product/model/serial number for each location listed.
- The contract proposal price for each model installed including all ordered accessories.
- A purchase summary showing total quantity of each model installed with total dollar amount.
- A summary of any multi-function product transfers or changes that have occurred during the reporting month.

Submitting copies of purchase orders, confirmations or invoices for all items does not fulfill this contract requirement. Failure to provide this information in a meaningful format, as requested, may be cause for termination or award of future contracts to the offending contractor. After submitting the above information the Contractor shall meet with the Director or his designee on a semi-annual basis and review the information as submitted and discuss information relevant to contract operations that have occurred in the previous months.

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11. DELIVERY:

All multi function equipment and accessories shall be delivered within twenty (20) calendar days after receipt of written order. Contractors shall not ship or install without a properly executed formal recommendation from CRMP and purchase order from agency. Notice of delivery shall be made to the state agency five (5) days prior to delivery. The vendor must be able to make delivery and have product available for delivery to all Counties of the State.

- This schedule shall not exceed twenty (20) calendar days after receipt of order for units offered. For State Agencies, a faxed copy of a signed purchase order and formal recommendation is sent and will be used to count the twenty (20) day delivery.
- The Contractor shall be responsible for all delivery, unloading, staging and storage of machines and accessories.
- The Contractor shall notify the State at least five (5) business days prior to each delivery; so that necessary final arrangements can be made.
- The State will provide specific delivery authorization within five (5) business days prior to the authorized delivery date.
- Where applicable, the Contractor shall use a route approved by the State for delivery, unloading, staging and storage at the project site.
- The State shall be responsible for providing areas/sites for all deliveries for final placement is free of unanticipated obstacles which might unreasonably impede the Contractor during the delivery and installation of the work, but shall not be responsible for correcting obstacles which were reasonably anticipatable at the time of execution of the contract.
- All deliveries and installation work shall be performed during regular working hours, usually 8:00 AM to 4:30 PM, Monday through Friday.
- Changes thereto may be granted with written approval of the State.
- Any work required to be performed after regular working hours or on Saturdays, Sundays or legal holidays, as maybe reasonably required consistent with contractual obligations, shall be performed without additional expense to the State.
- The Contractor shall obtain approval from the State for performance of work after regular working hours or non-regular workdays at least twenty-four (24) hours prior to the commencement of said work, unless such work is caused by an emergency.
- Department of Corrections has their own criteria and delivery schedule see Attachment 11.
- The Contractor shall be in a position to provide deliveries which shall include supplies, FOB destination delivery, uncrating, spotting, assembly, installation, making ready for use and start up.
- Deliveries shall be made at such time and in such quantities as ordered, in strict accordance with the instructions from the Using Agency.
- Multi-function products provided must be strictly in accordance with the Contract. Using agencies are authorized to order and Contractors are authorized to ship only those items covered by the Contract. If a review of orders reveals that multi-function products other than those covered by the contract have been ordered without CRMP approval, the Director will take such steps as are necessary to have the material returned by the Using Agency regardless of the time lapsed between date of delivery and discovery of the violation. Full credit will be required.

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12. REPLACEMENT OF UNSATISFACTORY EQUIPMENT:

If the State finds that the copier supplied is not giving satisfactory performance, or requires an excessive amount of remedial maintenance, the State shall notify the Contractor of this situation in writing.

- The Contractor, after receiving this written notice, agrees to remove and replace the defective multi-function product, as per the original specifications, within five (5) days of such notice at no cost to the State.
- Failure to comply may result in the unit(s) being cancelled from the contract.

13. ADDITIONAL REQUIREMENTS:

This Request for Proposal includes both black & white and color multi-function equipment (printers/copiers) in various configurations, multi-function products and related maintenance, accessories and supplies as defined by this contract document.

All equipment included in the contract shall meet or exceed all appropriate established codes and standards regarding durability, performance, and life safety. Equipment shall be in excellent working order, capable of producing good clean sharp copies in an efficient manner with a minimum of downtime.

- Equipment which requires an excessive number of service calls will be replaced by the vendor at the request of the Using Agency.
- The CRMP must be contacted and provide approval before the cancellation can occur.
- Excessive downtime generally may be defined as, but not limited to equipment which causes the State to lose the equipment service for two (2) working days a month for consecutive months.

The State currently uses Virgin Paper and Recycled Paper on its copiers. The paper is 20lb. copy bond. Therefore, all multi-function products offered must efficiently run the recycled paper available in today's market place.

14. MAINTENANCE PROGRAM:

All maintenance and parts are the responsibility of the Contractor and are to be included in the pricing. All calls for maintenance shall be responded to within four (4) business hours of call. This means a service technician shall be on the site within this time frame prepared to fix the machine within that time.

15. PREVENTIVE MAINTENANCE (PM):

A Preventative Maintenance (PM) is an integral part of any multi-function products maintenance program and is to be submitted as a written schedule (as recommended by the OEM) and adhered to as part of the maintenance program.

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16. **SUPPLIES:**

Contractor shall provide all necessary supplies (except paper) as part of the multi-function product monthly charge. Replacement drums are included as a supply item. All supplies shall be replenished by the Contractor upon request of the agency.

- Contractors must have supplies available for all multi-function products they are awarded under this contract including, but not limited to: toner, developer, dispersant, concentrate, fuser oil and staples.

17. **SUPPLY WARRANTY:**

Supplies must meet the performance and compatibility requirements of agency equipment, and conform to all OSHA and Right To Know Regulations.

- Contractors shall provide material that performs in a given machine in such manner that the supplies will produce photocopies that are equal in all respects to the quality and characteristics of an original.
- Contractor's products shall not cause undesirable or excessive residual accumulation which would reduce copy quality.
- Supplies shall be packed in substantial commercial containers of the type, size, and kind commonly used for the purpose.
- Supplies shall have disposal instructions.

18. **FAILURE TO PERFORM PROVISION:**

Should a multi-function product fail to perform as specified by the contract, it shall be replaced by the Contractor at no additional charge. The CRMP shall be notified and will be the primary mediator in this situation. Government Support Services Contract Officer will become involved if a Failure to Perform situation cannot be resolved. The Contractor shall have five business days to replace the multi-function product once it is determined the unit is not capable of performing the task.

19. **EQUIPMENT TRANSFER AND RELOCATION:**

In the event of a relocation within the same building, it shall be the Contractor's responsibility to assure the prompt relocation of all multi-function products at no cost to the State. The Contractor's expertise and service personnel assistance is important whenever relocation is required.

- The State reserves the right to transfer any multi-function products, after notification to the Contractor, to any facility or Agency other than the original place of installation.
- **The Contractor shall be responsible for preparation of the equipment and moving and will be reimbursed by the State or other using agency.**
- Damages resulting from any transfer of Contractor's equipment between State Agencies shall not be the State's responsibility.

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20. MAINTENANCE SERVICES:

The following maintenance services are to be rendered for all Leases or Purchase Multi-function products with maintenance program offered under this contract, as part of the monthly charge.

- Contractors are required to perform maintenance service for all multi-function products offered in this proposal for all State Using Agencies, School District, Political Subdivision and Volunteer Fire Department, in ALL regions of the State.
- Should equipment continue to malfunction, after repeated service calls, it shall be the responsibility of the Contractor, at no cost to the State, to replace the multi-function product with a like model. In the alternative such repeated malfunctions shall be grounds for the Using Agency to file a Corrective Action Request with Government Support Services Contract Officer.
- Contractors shall respond to service calls within four (4) work hours of the call regardless of geographical locations. Continued failure to do so will lead to contract termination.
- Maintenance service on any multi-function product covered in this proposal shall be rendered by the Contractor on service calls Monday through Friday during business hours.
- Contractor is to perform all Preventative Maintenance (PM) service as recommended by the Original Equipment Manufacturer (OEM).

21. BIDDER'S PLAN OF ACTION:

Bidders should include the following as part of their action plan:

- Manufacturer's Standard Published Literature, Specifications and Buyer's Lab Report for each machine.
- Bidder's plan for providing sales and maintenance support, including number of service personnel and locations available for fulfilling the contract requirements.
- Bidder's plan for providing supply replenishment.
- Material Safety Data Sheet (OSHA form 20) for each supply item offered to be submitted within three (3) business days if requested by State.

22. ACTION PLAN- MAINTENANCE SERVICE :

Due to the large number of, and the distance between facilities, bidders are required to provide a well defined ACTION PLAN that will describe the bidders' organization and method for providing and installing multi-function products and providing the required maintenance of these machines as specified herein. This plan should address how the bidder intends to provide the maintenance service required for the large number of machines which may require service at any one time.

Included as part of this plan should be the following information:

- A description of the bidder's organization and method for providing multi-function products and service to all areas of the State under this contract.
- A list of locations from which multi-function products will be made available for this contract including inventory information for each machine offered in the bidder's proposal. The inventory shall comprise the number of units on hand at any given time for making delivery to the State under this contract.
- This bid required that the Contractors be able to deliver, install and service multi-function products in ALL regions of the State.
- A list of the locations from which fully trained service technicians will be dispatched.
- The number of said technicians available at each site for working on State contract machines that are on the bidder's payroll at the time this bid is submitted by the bidder.
- A description of the method used for dispatching technicians in response to a service call.

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23. ACTION PLAN - SUPPLIES REPLENISHMENT:

Due to the large population of multi-function products that will be installed under the contracts resulting from this RFP, Bidders are required to submit a comprehensive plan of action which will describe how the bidder intends to replenish the supplies required by the multi-function products provided. The plan should address the following:

- A list of locations from which the supplies will be distributed including inventory on hand for supplying multi-function products installed under this contract.
- An explanation of how the vendor will distribute the required supplies.
- Whether deliveries are made directly by the vendor or by an outside delivery service.
- Vendors may combine the Maintenance and Supplies Action Plans if desirable. Failure to provide this plan as part of your bid submission may be grounds for rejection of your bid.

24. COST PROPOSAL, PRICING SPREADSHEET:

The Bidder must submit its pricing using the State supplied price sheet(s) a part of this RFP **Appendix B**. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of Contract.

The Price Sheets are attached to this document as a separate attachment titled "Pricing Spreadsheet, Appendix B".

Bidders shall provide, for each multi-function product for which it is submitting a price, the following information:

- Minimum and Maximum Copies per Minute
- Make
- Model
- Maximum Duty Cycle
- Min. Acceptable Paper Weight
- Max. Acceptable Paper Weight
- Min. & Max. Copy Size
- All Accessories available for each model by using S – Standard, O – Optional (with price), or N/A – not applicable

Failure to provide this information may be cause for rejection of your bid proposal. All sheets are to be attached to the bid document. **Note:** Using a statement i.e. "see attached" and/or referencing price lists that do not apply to this RFP may also be cause for rejection of your bid.

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25. CONTRACTOR RESPONSIBILITIES:

- The Contractor shall have sole responsibility for the complete effort specified in the contract.
- The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of deliverable, services or commodities required to be provided under this contract.
- The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services.
- The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work.
- The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this contract.

APPENDIX B
Pricing Forms

ALL SPECIFICATIONS –FOR ALL MULTI-FUNCTION PRODUCTS (COPIERS & PRINTERS)
(Are located in the Appendix B Attachment)